

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant The Spectrum Group Members, LLC (formerly The SPECTRUM Group)		2. Registration No. 5894
3. Name of foreign principal Japan Airport Consultants, Inc.	4. Principal address of foreign principal 5-33-10, Hongo, Bunkyo-ku, Tokyo Japan	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify):</div></div> <input type="checkbox"/> Individual-State nationality		

2009 DEC -4 AM 10:34
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6. If the foreign principal is a foreign government, state:
- a) Branch or agency represented by the registrant
None
 - b) Name and title of official with whom registrant deals
7. If the foreign principal is a foreign political party, state:
- a) Principal address
None
 - b) Name and title of official with whom registrant deals
 - c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

Japan Airport Consultants Inc. is an independent privately-owned consulting firm established in 1970 to specialize in airports and air navigation systems, as well as in airport-related infrastructure and regional development.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

2009 DEC -4 AM 10:34
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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

None

Date of Exhibit

OCT 01 2009

Name and Title

Gregory L. Sharp, President

Signature

Gregory Sharp

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The Spectrum Group Members, LLC (formerly The SPECTRUM Group)	2. Registration No. 5894
3. Name of Foreign Principal Japan Airport Consultants, Inc.	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Attachment

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Attachment

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Spectrum Group Members, LLC provided information regarding U.S. policies to JAC with respect to the past dual use of Yokota AB. The Spectrum Group Members, LLC did not attempt in any way to influence any agency or official of the U.S. government concerning any activities in the footnote below. The choice of what to do with the information provided was entirely the responsibility of JAC and the Tokyo Municipal Government.

2009 DEC -4 AM 10:34
REGISTRATION UNIT

Date of Exhibit B OCT 01 2009	Name and Title Gregory L. Sharp, President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



5-33-10, Hongo, Bunkyo-ku, Tokyo 113-0033, Japan
Tel(81-3)3818-1601 Fax(81-3)3818-1636

JAPAN AIRPORT CONSULTANTS, INC.

CONSULTING SERVICES AGREEMENT

This AGREEMENT made this 6th day of February, 2009 by and between, **Japan Airport Consultants, Inc.**, with its principal office at 5-33-10, Hongo, Bunkyo-ku, Tokyo, Japan (hereinafter JAC), and **SPECTRUM Consulting LLC**, a Delaware corporation, with offices located at 11 Canal Center Plaza, Suite 103, Alexandria, VA 22314 (hereinafter TSC).

WHEREAS, JAC desires to retain the services of TSC to provide consultant services, and

WHEREAS, TSC is willing to provide JAC with the said services, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound hereby, agree as follows:

1. General Representation

TSC will assign the following members to this project:

Ambassador W. Robert Pearson (ret), Lt. Gen. John "Skip" Hall, USAF (ret), Gen. J.B. Davis, USAF (ret), Lt. Gen. Tom Waskow, USAF (ret), Mr. Dan Cosgrove, and Mr. Greg Sharp

Other TSC members will be assigned as required.

2. Services

2.1 TSC shall perform the services and carry out its obligations hereunder with all due diligence and sincerity, by all means, inclusive of gathering information from U.S. Government, U.S. Air Force and U.S. aerospace industry, for specific issues to be require for materializing the dual-use of Yokota Air Base as eagerly as possible.

(a.) Propose items to be considered with regards to cost savings at U.S. military bases led by the dual-use of Yokota Air Base;

(b.) Research civil-military agreements and cost burden as well as flow of funds related to cost savings through case studies of airports that were transformed into airports being used by both military and civil aircraft;

(c.) Collect, review and report, as appropriate, specific information if so required in any event that there may be progress in Japan-U.S. Talks on the issues;

(d.) Provide conclusions of analysis of the relevant key materials published by the U.S. Government and the relevant public organizations. Both parties agree to focus on the key publicized material, that is, on material that could affect Tokyo Metropolitan Government's views on the issues; and

(e.) Submit Interim Reports on the above exchange views thereon by the end of February, by means of e-mail and follow-up telephone conference. Submit Final Report by March 24, 2009, containing possible future approaches to be taken to promote the dual-use of Yokota Air Base, based on the assessment of progress of Japan-U.S. talks and the political climate of U.S. side on the issue of dual-use of Yokota Air Base.

2.2. TSC will work directly with and take guidance from JAC.

3. Compensation

3.1 JAC shall pay to TSC, for the services of two (2) months, as sum of Japanese Yen Three Million (¥3,000,000) inclusive of all expenses such as consulting fee, travel, lodging, meals, other direct expenses and taxes to be imposed in its home country.

3.2 Duration of the Contract

The contract shall begin February 6, 2009 and end on March 31, 2009.

3.3 Payment Schedule

JAC shall pay to TSC, ¥3,000,000., equivalent to 100% of the contract amount, within 30 days after receipt of the Final Report.

3.4 Method of Payment

The payment in Japanese Yen will be made by cable transfer to the bank account provided by TSC for payment under the previous contract.

4. Limitations

4.1 Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

4.2 TSC will act as an independent contractor and not as an employee or agent of JAC, and TSC will not be entitled to any of the rights and benefits customarily extended to JAC employees.

4.3 Either party may terminate this Agreement without further liability to the other party by giving 30 days prior written notice of such termination. In the event of termination, or in the event this Agreement is not renewed, TSC shall retain the right of all compensation due at the time of the Agreement's termination or expiration.

5. Confidentiality

5.1 For the purpose of this clause, data means all information, including legal and government documents, financial results and projections, customer lists, business plans, drawings, prints, specifications, reports, and designs.

5.2 TSC agrees that all knowledge and data received from or about JAC by virtue of the performance of services under and pursuant to this Agreement shall for all times and all purposes be regarded by TSC as strictly confidential. TSC shall not publish or otherwise disclose or use such data, except for the benefit of JAC pursuant to this Agreement, subject to appropriate confidentiality restrictions on the recipient. However, there shall be no restriction on disclosure of information, which is or becomes publicly known other than as a result of a breach of obligation defined in this provision. On termination of this Agreement, all data prepared for on or behalf of JAC shall be delivered to JAC and will be maintained as confidential for five years thereafter by TSC.

6. Notices

6.1 Any notice, request, or consent required or permitted to be give or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been give or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by mail, e-mail or facsimile to such Party at the following address:

If to JAC, then:

Japan Airport Consultants, Inc.
ATTN: Masanori Igarashi
Planning Division
5-33-10, Hongo, Bunkyo-ku, Tokyo
113-0033, Japan
Tel: (81-3)3818-1729
Fax: (81-3)3818-1634

If to TSC, then:

SPECTRUM Consulting LLC
ATTN: Gregory L. Sharp
11 Canal Center Plaza, Suite 103
Alexandria, VA 22314
Tel: (703) 683-4222
Fax: (703) 683-0645

7. Prohibition

This Agreement in whole or in part, may not be assigned without the prior written consent of JAC.

8. Governing Law

This Agreement shall be interpreted and constructed in accordance with the Laws of Japan.

9. Entire Agreement

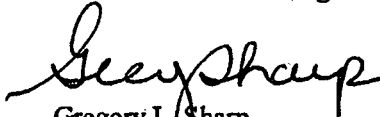
This Agreement contains the entire understanding between the parties hereto and supersedes all prior written and oral understandings relating to the subject matter hereof. Any modification of or amendment to this Agreement must be in writing and signed by both parties in order to be enforceable.

10. Severability

If any provision of this Agreement or the application thereof shall, for any reason, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate (each of which shall be deemed to be an original) as of the day and year first above written.

SPECTRUM Consulting LLC



Gregory L. Sharp
President

Japan Airport Consultants, Inc.



Shinji Matsumae
President and Representing Director

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2009 DEC -4 AM 10:34